

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAURA L. MURILLO,

Plaintiffs,

v.

Case No. 1:20-cv-06225

CREDIT CONTROL SERVICES, INC.
d/b/a CREDIT COLLECTION
SERVICES,

Defendant.

COMPLAINT

NOW COMES Plaintiff, LAURA L. MURILLO, through undersigned counsel, complaining of Defendant, CREDIT CONTROL SERVICES, INC. d/b/a CREDIT COLLECTION SERVICES, as follows:

NATURE OF THE ACTION

1. This action is seeking redress for Defendant's violation(s) of the Fair Debt Collection Practices Act (the "FDCPA"), 15 U.S.C. § 1692 *et seq.*

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1331.

3. Venue in this district is proper under 28 U.S.C. § 1391(b)(2).

PARTIES

4. LAURA L. MURILLO (the "Plaintiff") is a natural person, over 18-years-of-age, who at all times relevant resided at 1950 Park Avenue, Hanover Park, Illinois 60133.

5. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1692a(3).

6. CREDIT CONTROL SERVICES INC. d/b/a CREDIT COLLECTION SERVICES (the "Defendant") is a corporation organized and existing under the laws of the state of Delaware.

7. Defendant maintains a principal place of business at 725 Canton Street, Norwood, Massachusetts 02062.

8. Defendant is a “debt collector” as defined by 15 U.S.C. § 1692a(6).¹

9. Defendant uses instrumentalities of interstate commerce and the mail in its business – the principal purpose of which is the collection of debt owed or due or asserted to be owed or due another.

FACTUAL ALLEGATIONS

10. On February 28, 2020, Plaintiff received medical services from Elmhurst Hospital at a cost of \$391.93.

11. Plaintiff’s \$391.93 balance is a “debt” as defined by 15 U.S.C. § 1692a(5).

12. As result of financial hardship, Plaintiff’s \$391.93 balance went unsettled.

13. Plaintiff’s \$391.93 account balance was referred for collection.

¹ Credit Collection Services (CCS) is recognized as one of the nation’s largest and most respected collection firms. For over 50 years, CCS has focused its resources to professionally and comprehensively service consumer-related payment obligations. The skillful integration of advanced system technology and debt recovery expertise has enabled our organization to master the processing of large-volume placement portfolios. Our processing efficiencies are extended to clients in the form of a full-service collection program that ensures a thorough collection effort on every single account. The combination of our professionalism, data security, compliance programs, and decades of countrywide servicing experience makes CCS an outstanding partnering solution.

https://www.ccsusa.com/opCo_ccs.html (last accessed October 20, 2020).

14. Defendant mailed Plaintiff a letter, dated September 13, 2020, which stated:

Date: 09/13/20
File Number: 08 0789 77582
Pin Number: 33145
3002960735
DOS: 02/28/2020

CREDITOR: ELMHURST HOSPITAL	AMOUNT OF THE DEBT \$391.93
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Thank you for your attention at this time. As of 09/13/20, our records indicate that your past-due account remains unpaid. Please respond to this notice.

Please remit payment by mail (together with the payment stub portion of this notice), by telephone, or by visiting our self-service website @ www.ccspayment.com. If you would like to make suitable payment arrangements, our Customer Service Agents are available at (617) 581-1078. Let's work together to resolve this matter. Thank you.

Once full payment has been posted by this office, your account will be closed and returned to your creditor as paid-in-full. We are required to make the following statement: This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

SELF-SERVICE WEBSITE: You can activate email messaging, upload correspondence, request telephone calls to stop, pay by check, Visa, MasterCard, Discover, arrange a payment plan, and more at our secure website: www.ccspayment.com.

CALL CENTER: You can receive personal attention from a Customer Service Agent during the hours referenced at the top of this notice: (617) 581-1078.

MAIL PAYMENT: You can mail your check together with the payment stub portion of this notice. You can make your check payable to ELMHURST HOSPITAL.

MAIL OR FAX CORRESPONDENCE: You can mail correspondence to : CCS P.O. Box 447, Norwood, MA 02062-0447 or fax to (617) 658-5708.

15. Plaintiff subsequently sought assistance of Law Offices of Joseph P. Doyle LLC regarding her financial difficulties and Defendant's collection activities.

16. On October 1, 2020, Law Offices of Joseph P. Doyle LLC faxed a letter to (617) 658-5708 stating: "you are advised that our client refuses to pay and requests cessation of further communications."

17. The letter was received by Defendant on October 1, 2020 at 3:22 PM.

18. Defendant mailed Plaintiff a letter, dated October 4, 2020 (the "Letter"), which stated:

Date: 10/04/20
File Number: 08 0789 77582
Pin Number: 33145
3002960735
DOS: 02/28/2020

CREDITOR:	AMOUNT OF THE DEBT
ELMHURST HOSPITAL	\$391.93

DISCOUNT OPPORTUNITY

Thank you for your attention at this time. This is an opportunity to resolve your past due account at a discount. Please respond to this notice.

Please visit our self-service website @ www.DiscountOpportunity.com or contact our call center to discuss suitable payment terms with a Customer Service Agent. Let's work together to resolve this matter. Thank you.

Once the discounted amount has been posted by this office, your account will be closed and returned to your creditor as settled-in-full. We are required to make the following statement: This is an attempt to collect a debt and any information obtained will be used for that purpose. This communication is from a debt collector.

SELF-SERVICE WEBSITE: You can activate email messaging, upload correspondence, request telephone calls to stop, pay by check, Visa, MasterCard, Discover, arrange a payment plan, and more at our secure website: www.ccspayment.com.

CALL CENTER: You can receive personal attention from a Customer Service Agent during the hours referenced at the top of this notice: (617) 581-1078.

MAIL PAYMENT: You can mail your check together with the payment stub portion of this notice. You can make your check payable to ELMHURST HOSPITAL.

MAIL OR FAX CORRESPONDENCE: You can mail correspondence to : CCS P.O. Box 447, Norwood, MA 02062-0447 or fax to (617) 658-5708.

19. The Letter is a "communication" as defined by 15 U.S.C. § 1692a(2).

20. The Letter was mailed directly to Plaintiff.

DAMAGES

21. The FDCPA seeks to protect debtors from "the use of abusive, deceptive, and unfair debt collection practices by many debt collectors." 15 U.S.C. § 1692(a).

22. One of the purposes of § 1692c(a)(2) is to provide a legal buffer for the consumer and "[a] debtor who does not want to be pestered by demands for payment, *settlement proposals*, and so on." *Tinsley v. Integrity Financial Partners, Inc.*, 634 F.3d 416, 419 (2011).

23. Concerned with having had her rights violated, Plaintiff was forced to retain counsel; therefore, expending time and incurring attorney's fees to vindicate her rights.

CLAIMS FOR RELIEF

COUNT I:

Fair Debt Collection Practices Act (15 U.S.C. § 1692 *et seq.*)

24. All Paragraphs of this Complaint are expressly adopted and incorporated herein as though fully set forth herein.

Violation of 15 U.S.C. § 1692c

25. Section 1692c provides:

(a) **COMMUNICATION WITH THE CONSUMER GENERALLY.** Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with the collection of any debt –

(2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer.

26. Defendant was informed – in writing – on October 1, 2020, that Plaintiff was represented by an attorney with respect to Plaintiff's \$391.93 balance with Elmhurst Hospital.

27. Despite having notice, Defendant went around counsel and mailed the Letter directly to Plaintiff on October 4, 2020; therefore, violating 15 U.S.C. § 1692c(a)(2).

28. Plaintiff may enforce the provisions of 15 U.S.C. § 1692c(a)(2) pursuant to section k of the FDCPA (15 U.S.C. § 1692k) which provides "any debt collector who fails to comply with any provision of [the FDCPA] with respect to any person is liable to such person in an amount equal to the sum of -

- (1) any actual damage sustained by such person as a result of such failure;
- (2)
 - (A) in the case of any action by an individual, such additional damages as the court may allow, but not exceeding \$1,000.00; or
- (3) in the case of any successful action to enforce the foregoing liability, the costs of the action, together with reasonable attorney's fees as determined by the court.

WHEREFORE, Plaintiff requests the following relief:

- A. find that Defendant violated 15 U.S.C. § 1692c(a)(2);
- B. award any actual damage sustained by Plaintiff as a result of Defendant's violation(s) pursuant to 15 U.S.C. § 1692k(a)(1);
- C. award such additional damages, as the Court may allow, but not exceeding \$1,000 pursuant to 15 U.S.C. § 1692k(a)(2)(A);
- D. award costs of this action including expenses together with reasonable attorneys' fees as determined by this Court pursuant to 15 U.S.C. § 1692k(a)(3); and
- E. award such other relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiff demands a trial by jury of any and all issues in this action so triable of right.

DATED: October 20, 2020

Respectfully submitted,

LAURA L. MURILLO

By: /s/ Joseph S. Davidson

Joseph S. Davidson
LAW OFFICES OF JOSEPH P. DOYLE LLC
105 South Roselle Road
Suite 203
Schaumburg, Illinois 60193
+1 847-985-1100
j davidson@fightbills.com